PRELIMINARY SBAExpress LOAN CASE FINDINGS (Confidential)

Loan Name	
SBA Loan Number	Loan Amount \$
Lender Name	
Reviewer Name	Review Date
	Closing Date
Check any of the following that apply to this loan Processing Servicing EPC/OC Franchise Use of Proceeds Inventory Working	☐ Liquidation ☐ 90% Financing ☐ Change in Ownership
Furniture/Fixtures Purchase	
	d Improvements Other
	Other
SECTION II – DUE DILIGENCE (38-57): (AUTHO	ORIZATION/CLOSING)
SECTION III - SERVICING/LIQUIDATION (58-75	5):

SBAExpress APPLICATION CHECKLIST

		Co	mplete	Signed	Dated
1.	Applicant, via signature, has certified as true and complete, Application Form or Financial Statements (if specific				
	application form not used) (Sub 6, Chap A, pg 16-17).	(1)			
2.	Application or Loan File reflects that loan proceeds are to be used exclusively				
	for business related purposes (Sub 6, Chap A, pg 16-17).	(1)		N/A	N/A
3.	SBA Form 1919, "SBAExpress				
	Borrower Information Form" (Sub 6, Chap A, pg 16-17) (for: sole proprietor, all partners, each officer, director & 20% or more corporation owner, any other person who has authority to speak for and commit the borrower in the				
	management of the business or any guarantor (if guaranty normally required by SBA)	(3)			

	SBAExpress CHECKLIST FOR REVIEWING ELIGIBILITY	
1.	Size determinations were correct and analyzed according to SBA policy: Business is small via size determination as of the date of the lender's approval of the loan and any possible affiliation has been identified (primary industry of SBC, NAICS code, size standard, annual receipts or employees of SBC, size conclusion). (Sub A, Chap 2, Sec 2f & Sub A Chap 3) (pg 9-10 & p 71-80).	(9)
	If there are any affiliates, determination that business and affiliate group meet SBA's size standards (primary industry of affiliate group, NAICS code and size standard for that industry, affiliate group's combined annual receipts or employees, size conclusion) (Sub A, Chap 3, Sec 3) (p 73 & p 71-80).	
2.	Written evidence that credit is not otherwise available on terms not considered unreasonable without guarantee provided by SBA (Sub A, Chap 2, Sec 3) (p 12).	(10)
3.	Personal resources test was applied and enforced according to SBA policy: (including gross liquid assets of each proprietor, general partner, limited partner owning 20% or more of business, each limited liability company owner, each stockholder with 20% or more ownership, and owner spouse(s)) (Sub A, Chap 2, Sec 4) Written calculation in file (p 18). If applicable, excess funds were injected into the business (p 15-23).	(11)
4.	Nature of business is eligible.	(12)
	Business must be a for-profit, domestic operation (p 28 & 30).	
	Business is not, unless certain exceptions have been met:	
	✓ Engaged in Lending (p 28-29);	
	✓ Passive Holder of Real and/or Personal Property (p 30);	
	✓ Life Insurance Company (p 30);	
	✓ Located in a Foreign Country (p 31);	
	✓ Pyramid Sales Distribution Plan (p 32);	
	✓ Engaged in gambling (p 33);	
	✓ Illegal (p 34);	
	✓ Patronage (Membership) Restricted (p 34);	
	✓ Government-Owned (p 34-35);	
	✓ Engaged in Promoting Religion (p 36);	
	✓ Consumer or Marketing Cooperative (p 37);	
	 ✓ Engaged in Loan Packaging (p 38) ✓ Engaged in Political or Lobbying Activities (p 43); or 	
	✓ Engaged in Folitical of Lobbying Activities (p 43); of ✓ Speculative (p 44-45)	

5.	Nature of business and type of program is eligible for SBA <i>Express</i> processing.							
		Business is not:						
	✓ Owned by Persons (owners, partners and/or principals) of							
	Poor Character (SBA Form 1919 does not contain any "yes" answers the character questions) (xp 7 & p 38-39);							
	 Intercharacter questions) (xp 7 & p 36-39), ✓ Engaged in doing business in foreign countries (xp 8); ✓ Agriculture and farm businesses (xp 8); ✓ Fishing and shore operations (includes commercial fishing activity) 							
	and the construction of new fishing vessels) (xp 8); ✓ Medical facilities (includes residential care facilities) (xp 8);							
	✓ Mines (includes sand and gravel pits) (xp 8); and							
	✓ Religion or religious belief (businesses engaged in teaching,							
		instructing, counseling or indoctrinating religion or religious belief,						
	whether in a religious or secular setting (xp 8 & p 36 & 37).							
	Loan type is not:							
	<u> </u>	Microloan (xp 8);						
	\checkmark	Development Company Loan Program (504 Loan) (xp 8);						
	\checkmark	Pilot Program (LowDoc or any other pilot unless allowed) (xp 8);						
		Disabled Assistance Loan Program (DAL) (xp 8);						
		Energy Conservation (xp 8);						
		International Trade (xp 8);						
		Qualified Employee Trusts (ESOP) (xp 8);						
		Pollution Control Program (xp 8);						
		Defense Loan and Technical Assistance (DELTA) (xp 8);						
		Export Working Capital Program (EWCP) (xp 8); or						
		CapLines Program (Including Builders Loan Program) (xp 8).						
	Lo	oan does not:						
	•	Include Contaminated Primary Collateral (xp 9).						
	•	Demonstrate Previous Submission to SBA under any program						
		(xp 9).						
	<u> </u>	Include Existing Non-Current SBA Loan (xp 9).						
		there are multiple SBA Express loans to the same borrower for						
		e same project, is there a legitimate need for the lender to split						
	the	e loans (i.e.; the lender has reasonable rationale – not just to circumvent						

\$150,000 limitation) (xp 11).

(13) _____

Principal(s) are:	<i>(14)</i>
U.S. Citizens or Naturalized Citizens	_
Legal Permanent Resident (LPR or immigrant, also known as	
Permanent Resident Alien) (p 70-2):	
✓ current/valid INS documents in file for any alien who owns 20% or more of the business (primary document evidencing INS status is INS Form I-551); and	
✓ evidence that lender has verified INS status of each alien.	
Non-Immigrant Aliens, (persons admitted to the U.S. for a specific	
purpose & for temporary period of time)(p 70-1,70-4, 70-5): ✓ current/valid INS documents in file permitting them to reside in the U.S. legally; ✓ evidence that lender has verified INS status of each alien; evidence that separate continual & consistent management (in addition to the owners) exists & will continue indefinitely (management must be U.S. citizenship or verified LPR status); ✓ management must have operated the business for at least 1 year prior to the application date; and ✓ pledge collateral within the jurisdiction of the U.S. sufficient to pay the loan any time during its life.	
Foreign Nationals (non-citizens who reside outside the U.S.) or Foreign	
Entities (businesses, organizations, etc. based in another country) (p 70-3 &	
70-5):	
 ✓ operates primarily within the U.S.; pays taxes to the U.S.; and uses American products, materials, and labor; ✓ evidence that separate continual & consistent management (in addition to the owners) exists & will continue indefinitely (management mu st 	
be U.S. citizenship or verified LPR status);	
✓ management must have operated the business for at least 1 year prior to the application date; and	
pledge collateral within the jurisdiction of the U.S. sufficient to pay the loan any time during its life.	
Business is not of a sexually prurient nature (p 39-40).	(15)
If the loan applicant(s) received any prior federal financial assistance, did	
the applicant(s) demonstrate no loss to the Government (Sub A, Chap 2, Sec 8) (p	
41-43 & xn 9-10)?	(16)

9.	For EPC/OC situations, the following must be evident:	(17)	
	Written lease plus options for term of loan, and subordinated to		_
	loan (p 45).		
	Assignment of rents paid (p 45).		
	OC is co-borrower or guarantor (if loan includes working capital, OC		
	must be a co-borrower) (p 45).		
	Each 20% or more owner of EPC or OC is personal guarantor		
	(trustee executes on behalf of trust) (p 45).		
	Lease payment is no greater than debt payment plus reasonable		
	property maintenance (p 47).		
	100% of space is leased by OC from EPC (p 50).		
	If trust, additional conditions have been met (p 46). (Note: For EPC/OC approvals, identical ownership and related business purpose for multiple OC occupants are not necessary (procedural notice)).		
10.	Use of proceeds is eligible.	(18)	
	Proceeds fund sound business purposes (p 51).		_
	Funds are not paid or distributed to Associates (owner) of the		
	applicant (business) (except for ordinary compensation for services		
	rendered or interim loan financing) (p 52).		
	Proceeds do not refinance a Small Business Investment Company		
	debt (p 52).		
	Floor plan financing is not provided (p 52).		
	Proceeds to not finance investments in real or personal property		
	acquired and held primarily for sale, lease, or investment (except		
	for EPC or 100% change of ownership stock purchase) (p 52). Funds do not benefit anyone other than the applicant business (this		
	provision restricts proceeds going to the business owner(s)) (p 53).		
	Proceeds do not pay past-due Federal or state payroll taxes held in		
	trust (p 53 & 106).		
	Funds are not used to guarantee a letter of credit, fund a line of		
	credit to secure a letter of credit, or otherwise fund or secure a		
	letter of credit (xp 10).		
	Funds are used for business related purposes (xp 7 & 9).		
11.	If proceeds are used for debt refinancing, confirmation of the following:	(19)	
	Existing debt to be refinanced no longer meets the needs of the		
	applicant (xp 9).		
	If applicable, new loan meets the 20% increase in cash flow		
	requirement (xp 9).		
	Existing debt has been current (no payment beyond 29 days past		
	due) for at least the last two years (xp 9).		
	Existing debt is not SBA guaranteed debt (xp 9).		

12.	If the loan proceeds were used to acquire, build or renovate real property, were the occupancy percentage requirements met?	(20)
	 If loan is for the acquisition, renovation or reconstruction of an existing building or construction of a new building <u>without</u> any third party (partial) leasing: Borrower/OC(s) occupies 100% of space. 	
	If loan is for the acquisition, renovation or reconstruction of an existing building with residential and/or rental space (p 60):	
	The borrower/OC(s) is leasing out up to 49% of rentable property (interior usable square footage plus the interior common areas).	
	Loan proceeds are not used to remodel or convert the space to lease out. The location is appropriate and conducive to the success of the	
;	business. Alternative facilities are not reasonably available.	
•	 If loan is for the construction of a new building <u>with</u> residential and/or rental space (procedural notice 5000-703): 	
;	Borrower/OC must immediately occupy at least 60% of the rentable property;	
	Continue to occupy at least 60% of the rentable property for the term of the Loan;	
	Lease long term no more than 20% of the rentable property to 1 or more occupants; Plan to occupy within 3 years some of the remaining rentable	
	property not immediately occupied or leased long term; and Plan to occupy within 10 years all of the rentable property not leased long term.	
13.	If loan involves a change of ownership, did it meet change of ownership eligibility guidelines?	(21)
	Justification of change of ownership documented in file (must be reasonable need for change; such as, preservation of business existence or promotion of its sound development (p 194).	
	Evidence of arms-length transaction through a business valuation (p 194).	
	If buyer and seller are related, valuation is through an independent third party (p 196-197).	
	Reason for sale is identified (p 194). Not pay off seller debt held by/owed to participant lender (p. 59.1).	
14.	If loan is a piggyback, loan is not a same-lender piggyback (loan made by lender at or about the same time for the same or similar purpose as the SBA <i>Express</i> loan,	
	with a lien position senior to the SBA Express loan) (xp 9).	(22)

15.	If loan finances real estate acquisition or a new business, loan does not finance more than 90% of the actual cost of any real estate being acquired or more than 90% of the capital needs for a new business (xp 9).	(23)
16.	If a Franchise, determination of franchisee's power to control has been made by:	(24)
	Listing on Franchise Registry and Certification of No Change (procedural notice), or Determination by lender and FTC Disclosure Statement, 1 st page (p 112-113).	
17.	No actual or apparent conflicts of borrower interest were detected (xp 10 & p 61-66).	(25)
18.	No real or apparent conflicts of lender interest with loan were detected xp 10 & 39, p 61-66).	(26)
19.	If multiple SBA loan(s) exist, the aggregate amount of the SBA portions of all loans to the borrower (including affiliates), including the new loan, is within SBA lending limits (p 95). ✓ Pollution; \$1,250,000 for International Trade; & \$937,500 (\$1,250,00 x)	(27)
	75%) for DELTA. ✓ Maximum Guarantee = \$1,000,000 for 7(a)	
20.	Was the loan amount and guarantee percentage, maturity of loan and interest rate consistent with SBA <i>Express</i> policy. Loan Amount Does Not Exceed \$150,000 (xp 11)	(28)
-	Percent of Guarantee Does Not Exceed 50% (xp 11)	
•	Term of the SBA <i>Express</i> Loan does not exceed the period of the	
•	SBA guarantee commitment (xp 13); and	
	✓ If Non-Revolving Loan, Maturity Does Not Exceed 7(a) Requirements (xp 13 & p 203-205)	
	✓ If Revolving Loan, Maturity Does Not Exceed 7 Years (xp 13)	
•	Interest Rate Does Not Exceed (xp 14 & p 205-212):	
	✓ Maturity >= 7 years = 2.75% over base rate ✓ Maturity < 7 years 2.25% over base rate	
	✓ Loans > \$25,000 & \leq \$50,000 = 1 point over rates above (3.25% & 3.75%)	
	3.75%) ✓ Loans <= \$25,000 = 2 points over rates above (4.25% & 4.75%)	

SBAExpress CHECKLIST FOR REVIEWING CREDIT QUALITY

1.	Did the lender use appropriate and generally accepted credit analysis
	processes and procedures consistent with those used for similar loans the
	lender makes without an SBA guarantee (such as credit scoring) in regard
	to (xp 15):

•	REPAYMENT ABILITY	(29)	
•	WORKING CAPITAL	(31)	
•	CAPITALIZATION	(32)	
•	MANAGEMENT ABILITY	(33)	
•	COLLATERAL VALUE - Loan meets lender's non-government guaranteed collateral requirements or SBA's general collateral	(2.1)	
	policy (xp 14).	(34)	

✓ (Under SBA Express, lenders are not required to take collateral for loans of \$25,000 or less. In addition, for loans over \$25,000, the lender is not required to comply with SBA's general collateral policy, but must follow the collateral policies and procedures that it has established and implemented for similar size and type loans not guaranteed by the government.)

Item	Marke	t Value	Perce	ntages	Prior Liens		Liquidation Value	
	Per CM	Adj Val	Per CM	Adj Val	Per CM	Adj Val	Per CM	Adj Val
Commercial								
Real Estate								
Machinery &								
Equipment								
Furniture &								
Fixtures								
Accounts								
Receivable								
Inventory								
Vehicles								
Investment								
Real Estate								
Personal								
Residence								
Other								
TOTAL								
ADJUSTED								
TOTAL								
Loan Amount								
Fully Secured								
(Shortfall)								
Per CM								
Fully Secured								
(Shortfall)								
Adjusted								

ler gu co	OLLATERAL nder requires aranteed collat llateral policy, xen (xp 14 & p	additional co eral requirent list below al	llateral as par ents or lende	rt of its non-g r follows SB	government A's general	(35)
Item	Cost, Appraised or Book Value	Market Value	Percentages	Prior Lien	Liquidation Value	
	of Book value				varue	
						_
						-
						-
]
	REDIT HISTO d/or principals	· • •			-	(36)
Applicatio consistent	rmation providen, as submitted with the inform	d to the proce	ssing center,	(3)	7) Yes [No □

SBAExpress CHECKLIST FOR REVIEW OF LOAN AUTHORIZATION

The loan authorization has been constructed properly, including particularly the following elements:	(38)
Name and address of lender are correct.	` ′ _
Percentage of guarantee matches the loan number request.	
Authorization includes the date of the lender's request for the SBA	
loan number.	
Amount of loan matches amount approved by lender and identified	
in the request for the SBA loan number.	
First and last disbursement deadlines are stated and within SBA guidelines.	
Repayment terms coincide with the credit write-up and within SBA guidelines.	
Use of proceeds matches all other references in the file, including	
the credit write-up.	
All collateral required in the credit write-up is identified	
For eligible passive company loans, the borrowers, guarantors,	
collateral and lease provisions comply with the SBA guidelines.	
If applicable, personal guaranties have been required according to	
SBA policy and/or the authorization (p 98).	
If loan involved any construction, all construction conditions are	
included in the authorization (xp 19 & p 110-111 & p 191-192).	
Lender has properly executed the authorization (xp 18).	(39) _
Lender has used the appropriate version of the authorization (xp 18).	(40)
Borrower's identification and legal name consistent with the prepared	
authorization and lender's documents. Of particular note are:	(41)
Name of borrower is correct.	` /
Name is consistent with application documents.	
Trade or fictitious name is identified and correct.	

SBAExpress CHECKLIST FOR REVIEWING CLOSING

	If the closing date is > 1 year, complete only the items with an ← in the closing section, otherwise complete all items.	Closing Date	_
1.	Lender has properly executed the authorization (xp 18).	(39)	-
2.	If applicable, personal guaranties have been obtained. (p 98).	(42)	←
3.	If the loan contained a borrower injection, lender has retained evidence of the injection (xp 20) (Examples include copies of checks, business account deposits, HUD-1, attorney certification, paid invoices, etc.).	(43)	-
4.	If loan involved any construction, all construction conditions have been met (xp 19 & p 110-111, 133 & p 191-192).	(44)	_
5.	Lender has constructed terms of the note consistent with the authorization.	(45)	←
6.	Note has been properly executed.	(46)	←
7.	Lien instruments have proper signatures.	(47)	←
8.	Real estate collateral is perfected in appropriate lien position (xp 18) (Liens must be taken for the "Full" amount of the loan) (p 95).	(48)	←
9.	Chattel property collateral is perfected in appropriate lien position (xp 18) (Post-Closing Lien Search is not mandatory, but Pre-Closing Lien Search has been performed within 30 days prior to filing.).	(49)	←
10.	For property taken as collateral, lender obtained an itemized list containing serial # and identification numbers for all articles that had original value > \$500. Sub A, Chap 6, Sec 4b	(50)	-
11.	Any required appraisals and environmental assessments on primary collateral have been obtained and meet conditions outlined in authorization and/or credit memo (xp 18-20). For Primary Real Estate Collateral > \$100,000, before disbursement, the appraisal must be at least 90% of the estimated value or if not,	(51)	
	written justification to SBA (p 104).	(31)	_

12.	Lender had obtained, prior to disbursement:	(52)	
_	Hazard insurance, if lender does not require, reason has been		
	documented in file (xp 18);		
-	Flood insurance, if required by flood insurance determination (xp		
	19);		
-	Life insurance and assignment with acknowledgement, if required		
	by lender; and		
-	Any other insurance, if required by lender (i.e.; professional		
	liability, etc.).		
13.	If IRS tax transcript(s) are necessary (xp 18):	(53)	
	Lender has followed SBA policy to obtain IRS tax transcript(s) (if	(/	
-	financial information has been used in the loan credit analysis, verification of		
	the financial information, via tax transcript, is required for all existing small		
	businesses and for any small business being acquired with loan proceeds) (procedural notice & xp 18), and		
	Lender has compared the IRS tax transcript(s) (for the		
-	borrower/seller's tax return, whichever applies) to the financial		
	statements submitted to verify that no substantial discrepancies		
	exist (xp 18 & p 156).		
1.1	T 1 1 6 GDA F 150() HG		
14.	Lender's form or SBA Form 159(s) "Compensation Agreement for Services		
	in Connection with Application and Loan From (or in Participation with) Small Business Administration" is in-file, complete, signed and dated (if the		
	applicant did not pay anyone to assist in the preparation of the loan, the applicant must		
	certify to this in writing or fill out the form showing no payment) (xp 19).	(54)	
		. ,	
15.	Evidence that the loan proceeds were used for eligible business related		
	purposes (Subpart 5, Chapter A, Section 5 pg. 9 and Chapter B, Section 3 pg 12-13). :	(55)	
_	Verification procedures at least as thorough as those used for their		
	conventional loans; and		
_	If revolving lines of credit, borrower certification (If application		
	includes Form 1919, effective 1/1/02, the certification is included on the form).		

16.	Lender can provide evidence the following guaranty fee parameters have been met:	(56)
	Correct amount of guaranty fee was paid (Effective 12/22/00: For loans < or = \$150,000 lender may retain 25% fee (procedural notice 5000-703)). Guaranty fee paid within 90 days of loan approval (p215). Guaranty fee paid by lender prior to reimbursement by borrower (p 218). The amount initially disbursed is substantially more than that needed to cover the guaranty fee (If initial disbursement includes	
17.	guaranty fee reimbursement, then total disbursement must be >2x guaranty fee.) (p 173). Any required stand-by agreements have been obtained and properly executed.	(57)

	SBAExpress CHECKLIST FOR REVIEWING SERVICING & LIQUII	DATION
1.	All insurance requirements are maintained and up-to-date.	(58)
2.	Lender has obtained financial statements not less than annually, or in accordance with loan authorization specifications or modified requirements in accordance with SBA policies.	(59)
3.	All unilateral servicing/liquidation actions accomplished are properly documented, and within the scope of the lender's unilateral authority. Any actions taken during the liquidation of a loan are adequately documented in the loan file (Note: No liquidation plan is required.) (xp 23). Any liquidation action taken by associate firms of the lender (10% of more ownership of the lender) is particularly justified as being in the best interest of all concerned (cxp 24). Any release of collateral pledged on a loan that is subsequently pledged for a conventional loan must be documented and justified (xp 24).	(60)
4.	Lender had prior written SBA approval for the following servicing actions (xp 22): Increase in the principal amount of the loan; Change in the SBA guaranteed percentage of the loan; Transfer of the loan to another lender; Compromise of the principal balance of the debt with a primary obligor; Sell or pledge more than 90 percent of the loan; Disburse a loan with primary collateral having significant potential environmental risks that are proposed to be minimized by a non-standard indemnification agreement; Acquire or purchase environmentally impaired property; Convey a preference on the lender (including an increase in a prior lien the lender holds on loan collateral) or create a conflict of interest; or Litigate any contested loan.	(61)

Miscellaneous Document List (Optional)

encies or exceptions are noted.	
4506 Request (Verifications:	
Appraisal (Property/Amts:	
Assignment of Leases Rents	
Assignment of Life Ins. (Name/Amt	
Attorney's Lien Certification	
Borrower's Certification/Affidavit (
Borrowing Resolution (Form 160)	
Business Insurance	
Business License/Permit	
Certificate of Good Standing	
Certificate of Incorporation	
Certificate of Occupancy	
Certificate of Partnership	
Collateral Pledge Agreement	
Construction (Form 601/Plans/Contract/Inspections/Retainage	
Construction (Lien Waivers/Builders Risk/Work Comp/NEHRP	
Construction (Performance Bond/Payment Bond/Bldg. Permit	
Credit Report (Business:Principal:	
Environmental Questionnaire	
Equipment List	
Evidence of Cash Injection (Amt:	
Fictitious Name Registration	
Flood Insurance	
Flood Insurance Determination (Y / N)	
Franchise Eligibility Determination (SBA / In-house)	
FTC disclosure cover sheet (Franchise)	
Guaranty Agreement (Collateral Listed Y / N)	
Hazard Insurance	
HUD-1 (Cash due from borrower:	
Landlord Waiver	
Lease Agreement (Term/Amt/Subordinated Y / N)	
Life Insurance (Name/Amt.	
Mortgage or DoT / Rec'd	
Note	
Partnership Agreement	
Phase I	
Phase II	
Sales Contract (Amount	
Security Agreement	
Settlement Sheet (SBA Form 1050)	
Standby Agmt. (Name/Amt:	
Subordination Agreement (Name/Amt:	
Tax Id Number	
 Title Policy / Date	